

COOPERATIVE AGREEMENT

THE SCHOOL DISTRICT OF PALM BEACH COUNTY AND DEVEREUX FOUNDATION, INC.

This continuing Cooperative Agreement is made and entered into this 18th day of May, 2005 by and between the School Board of Palm Beach County, Florida, hereinafter referred to as the "Board," and the Devereux Foundation, Inc., hereinafter referred to as the "Contracting Institute."

WHEREAS, the Contracting Institute has been approved by the Board as a facility conducting programs of education and residential rehabilitation services for students with disabilities; and

WHEREAS, the parties desire to provide a special program of education, training and residential habilitation for a student with a disability who has met the following criteria:

1. AO is a resident of Palm Beach County, Florida, and is currently enrolled in the Palm Beach County School District.
2. AO has been appropriately classified as a student with a disability by the Palm Beach County School Board in compliance with state statutes and all pertinent state and local School Board rules and criteria.
3. An individualized educational plan (IEP) has been established for this student, based on assessment results (which indicate specific educational needs). The IEP has been finalized and approved by both the Board and the student's parents.
4. After reviewing the IEP and the educational opportunities available within the Palm Beach School District, the IEP team determined that it does not have an appropriate educational program for this student. It is the Board's desire to provide an appropriate educational program for this student. .
5. The Board recognizes that the family is in a crisis situation, and at this time a placement option for a residential facility is necessary. This placement option would allow for both educational and residential habilitation services. The Board's responsibility will be for 100% the educational, and residential/habilitation components.

WHEREAS, the Board believes that the Contracting Institute can meet the educational, training and residential habilitation needs of the student as outlined in his IEP, and as evidenced by the Contracting Institute, meeting the criteria for approval under Florida State Department of Education Rule 6A-6.0361(1), Contractual Arrangements with Nonpublic Schools.

WHEREAS, the parties desire to conform to all established laws, rules and regulations for such Exceptional Student Education Programs.

TERM

The parties agree that the term of this contract will run from July 1, 2005 to June 30, 2006.

The Board agrees to:

1. Adhere to Board Programs and Procedures in the determination of eligibility and placement of students served in the Contracting Institute's Exceptional Student Education program.
2. Voucher the expenses associated with the educational and residential habilitation expenses for the Board from July 1, 2005 through June 30, 2006. The Board will pay for the educational and residential habilitation costs of \$372.31 per day, but only for those days physically present and in attendance, subject to any mutually agreed upon rate change. The daily rate will be paid for up to 365 calendar days at an annualized cost not to exceed \$135,894.
3. Refer any complaints or grievances regarding the provision of Exceptional Student Education services, which are brought to the attention of the Board to the Contracting Institute immediately for proper action by the Contracting Institute.
4. Assign liaison staff to the Contracting Institute to visit, consult, monitor and evaluate the Contracting Institute program for compliance and congruency with School Board's policies, as well as state and federal mandates and regulations. This process will be conducted in a manner consistent with professional standards and practices.
5. Reserve the right to give direction to the Contracting Institute on the minimum staff-student ratio necessary to provide the appropriate delivery of instruction per the student's Individual Education Plan (IEP) and/or the census of students at the site.
6. Be responsible for program and placement monitoring.
7. Recognize its respective liability for certain tortious acts of their agents, officers, employees and invitees to the extent and limits provided in Section 768.28, Florida Statutes, the State of Florida's partial waiver of Sovereign Immunity; provided, however, that this provision shall not be construed as a waiver of any rights or defense that the School Board has under said statute.

The Contracting Institute agrees to:

1. Accept the enrollment of a student, who has been classified by the Board as a student with a disability, and provide an appropriate educational program, as well as in residence, that will meet the unique and individual student's needs.

2. Properly screen and hire certified staff in accordance with assurances to the Board of Palm Beach County. New staff will register their certification with the Board Certification Office and Professional Orientation Program Offices for recording documentation and accountability purposes.
3. Represent and warrant that it shall perform its services in accordance with any and all applicable federal, state and local laws or ordinances regarding the operation, licensure, and regulatory compliance of providing services, including credentialing of all clinical personnel providing services and/or employed therein. The Institute represents and warrants that all partners, joint venturers, employees, subcontractors, and/or consultants shall provide its services and/or conduct its activities in accordance with any and all applicable federal, state and local laws or ordinances.
4. Represent and warrant that its policies and protocols, its services and fee structure, and its billing for private, federal and/or state reimbursement practices shall be in strict compliance with all federal, state and local regulations.
5. Provide adequate and necessary instructional materials and supplies for the students in the program.
6. Provide an appropriate classroom facility and educational environment.
7. Monitor staff-student ratios to ensure that the minimum staff-student ratio necessary to provide the appropriate delivery of instruction in accordance with the student's IEP, relative to student/teacher ratios at the site, is in effect.
8. Provide, in the judgement of the Contracting Institute and in keeping with proper medical practices, the medical and/or therapeutic component for this student. This may include, but not be limited to, psychiatric, psycho-social, psychological evaluations and other medical/therapeutic services noted in the IEP, at no expense to the Board.
9. Fulfill all the requirements as noted on the list of assurances of the Board.
10. Provide monthly attendance reports to the Board. The attendance report must accompany the monthly voucher in order for payment to be made by the Board.
11. Submit progress and evaluation reports on the student to the Board. These progress and evaluation reports shall be submitted at least quarterly. The form and the specific frequency of the reports shall be prescribed by the Board in writing to the Contracting Institute. A summary evaluation of the student's progress shall be submitted to the Board within a reasonable period of time prior to renewal or end of the contract.
12. Initiate and conduct meetings to review and revise the student's IEP. The Board's representatives and the parent must be involved in any decision about the student's IEP, and agree to any proposed changes in the plan before those changes are implemented. Although

the Contracting Institute is responsible for implementing the student's educational and residential habilitation plan, the responsibility for compliance with the State and Board Rules remain with the Board.

13. Comply with state laws and administrative regulations prescribing health and safety standards applicable to the Contracting Institute and supply to the Board a copy of current certification as verification of compliance.
14. Indemnify and hold harmless the Board, their agents, officers, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), cost arising out of any actual or alleged injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Contracting Institute, or their subcontractor, or anyone directly or indirectly employed by any of them, or of anyone for whose acts any of them may be liable in the performance of the work; or violation of law, statute, ordinance, governmental administration order, rule or regulation by contractor in the performance of the work; or liens, claims or actions made by the Contracting Institute or any subcontractor or other party performing the work. The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for The Contracting Institute, of any subcontractor under worker's compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. Any cost or expenses, including attorney's fees, incurred by the Palm Beach County School Board to enforce this agreement shall be borne by the Contracting Institute. The Contracting Institute recognizes the broad nature of this indemnification and hold harmless article, and voluntarily makes this covenant and expressly acknowledges the receipt of TEN DOLLARS payable upon receipt of first invoice and other good and valuable consideration provided by the School Board in support of this indemnification in accordance with the laws of the State of Florida, this article will survive the termination of the Agreement.
15. Provide proof of the following insurance to the School Board of Palm Beach County by Certificate of Insurance. THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA, SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR ALL REQUIRED INSURANCE. All insurance must be issued by a company or companies approved by the School Board. Certificate of Insurance meeting the specific required provisions specified within this Agreement shall be forwarded with the Agreement, and approved prior to the start of any work or the possession of any school property. Renewal certificates must be forwarded prior to the policy renewal date. Thirty days written notice must be provided to the School Board of Palm Beach County, Florida, via certified mail in the event of cancellation. **WORKER'S COMPENSATION:** The Contracting Institute must comply with FSS 440, Worker's Compensation and Employees' Liability Insurance with minimum statutory limits. **COMPREHENSIVE GENERAL LIABILITY:** The Contracting Institute shall procure and maintain, for the life of this Agreement, Comprehensive General Liability Insurance. This policy shall provide coverage for death, bodily injury, or property damage that could form policy. The minimum limits of coverage

shall be \$1,000,000 per occurrence, Combined, Single Limit for Bodily Injury Liability and Property Damage Liability. **BUSINESS AUTOMOBILE LIABILITY:** The Contracting Institute shall procure and maintain, for the life of this Agreement, Business Automobile Liability Insurance. The minimum limits of coverage shall be \$1,000,000 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This coverage shall be an "Any Auto" or "Comprehensive Form" policy. This insurance must be an occurrence form policy. In the event that the Contracting Institute does not own any vehicles, the School Board will accept hired and non-owned coverage in the amounts listed above. In addition, an affidavit signed by the Contracting Institute shall indicate the following that the Contracting School does not own any vehicles. In the event that the Contracting Institute acquires any vehicles throughout the term of the Agreement, the Contracting Institute agrees to purchase "Any Auto" or "Comprehensive Form" coverage as of the date of acquisition.

16. Comply with applicable provisions of the Civil Rights Act of 1964, Title IX of the Education Amendment of 1974, and Section 504 of the Rehabilitation Act of 1973 and the Individuals with Disabilities Education Act ("IDEA").
17. Maintain the confidentiality of student records pursuant to federal and state law.

In the event that any part, term of provision of this Agreement is by a court of competent jurisdiction found to be illegal, unenforceable, or in direct conflict with federal, state or local laws, the validity of the remaining portions and provisions shall not be affected, and the rights and obligation of the party shall be construed and enforced as if this Agreement did not contain a particular part, term or provision held to be so invalid.

This Agreement shall be amended or modified only in writing and executed by both parties. This Agreement may be terminated by either party upon written notice of thirty (30) days. If either party terminates for convenience herein it shall not be liable for breach of contract, lost profits, or other such damages whether consequential or inconsequential. The thirty (30) day notice does not require the School Board of Palm Beach County to pay the per diem rate for those days in which the student is not present and attending the program.

In the event of litigation between the parties, venue shall lie in Palm Beach County, Florida. The governing law for this contract shall be Florida law. This Agreement shall not be assigned without the prior written consent of the non-assigning party.

This provider agrees that any employee involved in the program will have been screened in accordance with the provider's background check policy a copy of which is attached hereto and made a part hereof.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day of the year first hereinabove set forth. This Agreement shall cover the period from July 1, 2005 through June 30, 2006.

For Devereux Foundation, Inc.



Michael Becker
State Executive Director

2/28/05

Date

For The School Board of Palm
Beach County Inc.

Thomas E. Lynch
Chairman

Arthur Johnson, Ph.D.
Superintendent

Revised and approved for form and
legal sufficiency.

 2/1/05

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WHEREAS, the parties desire to provide a special program of education and residential habilitation for a student with a disability who has met the following criteria:

1. WW is a resident of Palm Beach County, Florida, and is currently enrolled in the Palm Beach County School District.
2. WW has been appropriately classified as a student with a disability by the Palm Beach County School Board in compliance with state statutes and all pertinent state and local School Board rules and criteria.
3. An Individual Educational Plan (IEP) has been established for this student, based on assessment results (which indicate specific educational needs). The IEP has been finalized and approved and agreed to by both the Board and the student's parents.
4. After reviewing the IEP and the educational opportunities available within the Palm Beach School District, the IEP team determined that it does not have an appropriate educational program for this student. It is the Board's desire to provide an appropriate educational program for this student.
5. The Board recognizes that the family is in a crisis situation, and at this time a placement option for a residential facility is necessary. This placement option would allow for both educational and residential habilitation services. The Board's responsibility will be for 100% of the educational and residential/habilitation components.

WHEREAS, the Board believes that the Contracting Institute can meet the educational, training and residential habilitation needs of the student as outlined in his IEP, and as evidenced by the Contracting Institute, meeting the criteria for approval under Florida State Department of Education Rule 6A-6.0361(1), Contractual Arrangements with Nonpublic Schools.

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4. Assign liaison staff to the Contracting Institute to visit, consult, monitor and evaluate the Contracting Institute program for compliance and congruency with School Board's policies, as well as state and federal mandates and regulations. This process will be conducted in a manner consistent with professional standards and practices.
5. Reserve the right to give direction to the Contracting Institute on the minimum staff-student ratio necessary to provide the appropriate delivery of instruction per the student's Individual Education Plan (IEP) and/or the census of students at the site.
6. Be responsible for program and placement monitoring.
7. Recognize its respective liability for certain tortious acts of their agents, officers, employees and invitees to the extent and limits provided in Section 768.28, Florida Statutes, the State of Florida's partial waiver of Sovereign Immunity; provided, however, that this provision shall not be construed as a waiver of any rights or defense that the School Board has under said statute.

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2. Properly screen and hire certified staff in accordance with assurances to the Board of Palm Beach County. New staff will register their certification with the Board Certification Office and Professional Orientation Program Offices for recording documentation and accountability purposes.
3. Represent and warrant that it shall perform its services in accordance with any and all applicable federal, state and local laws or ordinances regarding the operation, licensure, and regulatory compliance of providing services, including credentialing of all clinical personnel providing services and/or employed therein. The Institute represents and warrants that all partners, joint venturers, employees, subcontractors, and/or consultants shall provide its services and/or conduct its activities in accordance with any and all applicable federal, state and local laws or ordinances.
4. Represent and warrant that its policies and protocols, its services and fee structure, and its billing for private, federal and/or state reimbursement practices shall be in strict compliance with all federal, state and local regulations.
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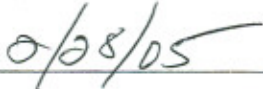
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IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day of the year first hereinabove set forth. This Agreement shall cover the period from July 1, 2005 through June 30, 2006.

For Devereux Foundation, Inc.



Michael Becker
State Executive Director



Date
Superintendent

For The School Board of Palm
Beach County Inc.

Thomas E. Lynch
Chairman

Arthur Johnson, Ph.D.

Revised and approved for form and
legal sufficiency:

